

CBS AFFILIATE RELATIONS

A Unit of CBS Corporation

AFFILIATION AGREEMENT

CBS Affiliate Relations, a division of CBS Corporation, 51 West 52 Street, New York, New York 10019 ("CBS"), and Young Broadcasting of Lansing, Inc., licensee of Television Station WLNS (TV), Lansing, Michigan ("Broadcaster"), which is authorized to operate the aforementioned television station ("Affiliated Station"), hereby covenant and agree, effective October 1, 2012, as follows:

I. Definitions.

The following terms shall have the meanings set forth in this Paragraph 1:

"Affiliate" means, with respect to any person or entity, any other person or entity directly or indirectly controlling, or Controlled by, or under common Control with such first person or entity.

"Affiliated Station" and "Station" means Television Station WLNS (TV), Lansing, Michigan.

"Award Show" means a Network Program depicting an event at which awards, prizes or other elements of like recognition are distributed to one or more individuals or other entities and that is broadcast within seven (7) calendar days of the actual occurrence of such event.

"Broadcast Season" means the period beginning in September and ending in May of each year during which the CBS Network broadcasts primarily first-run, non-repeat programs. For Network Programs that have their CBS First Run outside of the above-referenced period, the "Broadcast Season" shall be deemed to be that period of time ending when the next Broadcast Season begins.

"Broadcast Year" means the 12-month period beginning in September of each year in which Network Programs are premiered by CBS.

"CBS Network" means the current system of which Affiliated Station is a part by which Network Programs are distributed for simultaneous television broadcast by television stations.

"CBS News" means the division of CBS or any Affiliate thereof primarily responsible for production of programming concerning news or other events of current interest.

"CBS Owned Program" means any Network Program the rights to which are, at any time, wholly owned directly or indirectly by CBS or any of its wholly owned subsidiaries.

"Control" means having the power to direct the affairs of a person or entity by reason of either (i) owning or controlling the right to vote a sufficient number of shares of voting stock or other voting interest of such person or entity or (ii) having the right to direct the general management of the affairs of such person or entity by contract or otherwise.

"Exclusivity Period" means, with respect to a Prime Time Network Entertainment Program, (i) the period preceding the first broadcast date on which CBS offers such Prime Time Network Entertainment Program to Station for simultaneous television broadcasting on the CBS Network, and (ii)

the period prior to the end of the Broadcast Season in which CBS first offers such Prime Time Network Entertainment Program to Station for simultaneous television broadcasting on the CBS Network.

"FCC" means the Federal Communications Commission.

"Inventory" means the amount of potential units of advertising contained in Network Programs that are available for sale or other disposition.

"Licensed Network Prime Time Entertainment Program" means any Network Prime Time Entertainment Program that is not a CBS Owned Program, including any Network Prime Time Entertainment Program the rights to which are licensed by CBS or any of its Affiliates from an unrelated third party.

"Licensed Program" means any Network Program that is not a CBS Owned Network Program, including any Network Program the rights to which are licensed by CBS or any of its Affiliates from an unrelated third party.

"Made for Television Movie" means a feature length motion picture originally produced for exhibition on television.

"Mini-Series" means a special series of television programs consisting of a unified story line, other than a regular episodic program, intended for broadcast on two or more, but no more than 14, days.

"Net Profits" means the gross revenues received by CBS from the exhibition or distribution of any Network Prime Time Program as specified in Paragraph 3(e)(i)(A), less the costs incurred by CBS that are specifically attributable to redistributing and exhibiting the program on the particular platform (but not to the original production or acquisition of the program by CBS), including without limitation (i) sales commissions, (ii) payments to profit participants (e.g., participants involved in the creation of the program or with ownership interests in the program), (iii) music licenses, (iv) guild payments, and (v) residuals.

"Network Program" means a program transmitted by the CBS Television Network on its primary network feed (that is, not any additional program streams that may be transmitted by the Network as "multiplexed" programming) to CBS Affiliates for substantially simultaneous broadcast by CBS Network Stations, and that is broadcast by such stations that are owned by CBS, substantially in its entirety, on the program stream that such stations designate as meeting the requirements of Section 73.624 of the FCC's rules.

"Network-Affiliated Station Licensees" means all FCC licensees of the television broadcast stations affiliated with the CBS Network that are not owned or controlled, directly or indirectly, by CBS.

"News Footage" means the reproduction of the image (whether by means of video, film, photography or other sound and/or image reproduction technology) of a news event occurring within 24 hours prior to the broadcast or other distribution thereof that has been produced but not been edited into a News Segment.

"News Segment" means the report of or on a news event occurring within 24 hours prior to the broadcast or other distribution thereof by means of video, film, photography or other sound and image reproduction technology that has been produced and edited into a news story.

"NFL" means the National Football League and any successor thereto.

"NFL Agreement" means that certain Agreement between CBS and the NFL, as the same may be amended, extended, renewed or otherwise replaced but which, in part, grants the CBS Network rights to telecast the NFL games commencing with the 2009-2010 NFL Season through the 2013-14 NFL Season.

"NFL Broadcast Period" means through August 31, 2014.

"NFL Game" means an NFL professional football game between any two teams fielded by NFL franchisees, whether a pre-season game, a regular season game, a "wildcard" or divisional playoff game, conference championship game or Super Bowl game.

"Non-Dramatic Special" means a non-episodic, special program of a non-dramatic nature.

"Prime Time" means (i) the time periods between the hours of 8:00 p.m. and 11:00 p.m., Monday through Saturday, and between 7:00 p.m. and 11:00 p.m. Sunday in the Eastern and Pacific time zones and (ii) the time periods between the hours of 7:00 p.m. and 10:00 p.m., Monday through Saturday, and between 6:00 p.m. and 10:00 p.m. Sunday in the Central and Mountain time zones.

"Prime Time Entertainment Program" means a Network Program broadcast during Prime Time other than (i) news and public affairs programs (including without limitation the CBS Evening News, 60 Minutes, and the distribution of News Footage and News Segments); (ii) Talk Shows; (iii) Award Shows; and (iv) Sporting Events.

"Sporting Event" means any sporting event, contest or, exhibition of an event requiring athletic skill (such as, by way of example and not of limitation, ice skating), whether professional or amateur, whether individual or team; provided, however, that a special program concerning or relating to sports or sporting events, including anthologies, shall be considered a Network Program that is not a Sporting Event provided that such program does not display a material portion of the sporting event which is the subject of such program.

"Talk Show" means a non-episodic, non-dramatic or comedic, entertainment or informative Network Program utilizing a talk-show format, which consists of one or more hosts interviewing one or more non-recurring guests.

"Theatrical Movie" means a feature length motion picture originally produced for exhibition, and exhibited, in theatres.

"Traditional Television" means the broadcast of Affiliated Station's free, over-the-air, linear television signal, and the simultaneous retransmission of such signal by MVPDs as permitted by Paragraph 7(a) of this Agreement.

"1998 Amendment" means that certain agreement entered into between CBS and its affiliates pertaining to NFL contributions, inventory, exclusivity and other matters dated September 23, 1998.

"2001 Amendment" means that certain agreement entered into between CBS and its affiliates that amended the 1998 Amendment, dated October 22, 2001.

"2003 Agreement" means that certain agreement entered into between CBS and its affiliates pertaining to NCAA contributions, inventory, and other matters dated December 2, 2003.

2. Offer, Acceptance, Broadcast and Delivery of Network Programs.

Broadcaster shall have a "first call," as set forth below, on the program offerings of the CBS Television Network ("Network Programs").

(a) Offer of Network Programs.

CBS shall offer to Broadcaster for broadcasting by Affiliated Station, by means of Traditional Television, those Network Programs which are to be broadcast on a network basis by any television broadcast station licensed to operate in Affiliated Station's community of license. Without limitation of the foregoing, CBS shall, during the NFL Broadcast Period, offer to Broadcaster for broadcasting by Affiliated Station those NFL Games the broadcast rights to which were acquired by CBS pursuant to the NFL Agreement.

(b) Acceptance of Network Programs.

As to any offer described in Paragraph 2(a) of this Agreement, Broadcaster shall be deemed to have accepted such offer in accordance with its terms, and to have agreed to broadcast such Network Program or Network Programs as specified in such offer, unless it provides to CBS written notice of rejection within 72 hours (exclusive of Saturdays, Sundays and holidays), or such longer period as CBS may specify therein, after such offer; provided, however, that, if the first broadcast referred to in such offer is scheduled to occur less than 72 hours after the making of the offer, Broadcaster shall notify CBS of any rejection of such offer as promptly as possible and in any event prior to the first broadcast time specified in such offer.

(c) Broadcast of Network Programs.

Affiliated Station will transmit Network Programs (including all Program Related Material as defined below) as its primary program stream in the technical format, consistent with ATSC standards, provided by CBS (namely, 1080i (1920 x 1080 interlaced/59.94 fields per second)). Further, Affiliated Station will transmit Network Programs (including program-related material) with a sufficient data rate so as to deliver an acceptable quality picture. Notwithstanding the foregoing, Affiliated Station may employ the equipment and technology of its choice and, in no event, shall Affiliated Station be required to employ a data rate of more than 14.5 megabits per second (Mbps) to satisfy the "sufficient data rate" standard. In the event that CBS determines, in the reasonable judgment of its engineers, that Affiliated Station's picture is materially degraded, CBS shall give written notice to Affiliated Station and within ninety (90) days receipt of such notice, Affiliated Station will undertake corrective measures adequate in the reasonable judgment of CBS engineers to deliver a picture of acceptable quality; provided, however, in no event shall any such corrective measure require use of a data rate of more than 14.5 megabits. Affiliated Station will exercise its commercially reasonable efforts in its retransmission negotiations to cause cable systems to transmit to subscribers Affiliated Station's primary program stream without material degradation. It is expressly understood that this Affiliation Agreement applies only to the Primary Network Feed provided by the Network to its affiliated stations, together with any associated program related material, and that Broadcaster will in no event be required to carry additional Network programming (i.e., "multiplexed" programming). Affiliated Station shall have the right to use any available portion of its signal for the purpose of transmitting local programs or any other material. As used in this paragraph, "program-related material" shall mean (in addition to the primary video and audio) (i) information and material of a commercial or non-commercial nature which is directly related to the subject matter of, or persons appearing in, the Network Programs, or to specific Network commercial advertisements or promotional announcements contained in the Network Programs, if such information or material is transmitted concurrently or substantially concurrently with the associated Network

Program, commercial advertisement or promotional announcement, (ii) closed-captioning information, (iii) program identification codes, (iv) program ratings information, (v) alternative language feeds related to the programming, (vi) video description information, and (vii) such other material as may be essential to or necessary for the delivery or distribution of the Network Programs; provided, however, that program related material delivered by CBS shall not require in total more than two megabits per second of digital bandwidth.

(d) Delivery of Network Programs.

(i) CBS shall produce and furnish to Affiliated Station for distribution by Traditional Television a schedule of network quality programming.

(ii) The obligation of CBS to furnish Network Programs for broadcasting by Affiliated Station is subject to CBS's making of arrangements reasonably satisfactory to it for the delivery of Network Programs to Affiliated Station at CBS's expense.

3. Exclusivity.

(a) Over-the-Air Exclusivity.

As to any Network Program that Broadcaster accepts, CBS will not authorize or permit the network broadcast of any such entire Network Program over any over-the-air television station licensed to Affiliated Station's community of license; provided, however, that neither the foregoing or any other provision of this Paragraph 3 shall apply to events of national importance, (i.e., (A) an address by the President of the United States of America on a subject of national importance or (B) coverage of a matter of immediate national concern.

(b) Additional Exclusivity.

As to any Network Prime Time Entertainment Program that is a CBS Owned Program and that Broadcaster accepts, CBS will not (i) authorize or permit the telecast of such entire Network Prime Time Entertainment Program on any other Broadcast Network (i.e., CW, NBC, ABC, My Network TV, Fox and any other broadcast television network that offers an interconnected program service on a national and regular basis to multiple affiliated broadcast television stations) or Cable Network (e.g. USA, TNT, Bravo, A&E) in Affiliated Station's designated market area as defined by Nielsen Media Research, Inc. ("DMA"), at any time during the Exclusivity Period, or (ii) authorize or permit the exhibition of such an entire Network Prime Time Entertainment Program on platforms other than Broadcast and Cable Networks (e.g., the internet/broadband) prior to the conclusion of the scheduled broadcast of such Network Prime Time Entertainment Program in Station's DMA on the first broadcast date on which CBS offers such Network Prime Time Entertainment Program to CBS affiliates for simultaneous television broadcasting on the CBS Network in Affiliated Station's DMA ("CBS First Run"). Further, during the NFL Broadcast Period, CBS will not agree to the live streaming over the Internet of NFL football games transmitted for broadcast by the CBS Television Network, or permit such streaming on any web site or portal it controls. The exclusivity protections set forth in this Paragraph 3(b) shall, subject to the exceptions set forth in Paragraph 3(d), constitute the "Additional Exclusivity Arrangements."

(c) Licensed Network Programs.

(i) Additional Exclusivity Arrangements.

CBS shall use its commercially reasonable efforts (which efforts shall not require the payment of additional consideration to third-party licensors) to obtain such contractual or other rights from third parties as may be necessary so that the Additional Exclusivity Arrangements will apply to all Network Prime Time Entertainment Programs that are Licensed Programs as if such Licensed Programs were CBS Owned Programs for purposes of Paragraph 3(b) hereof. CBS shall provide Broadcaster with prompt written notice in the event that the Additional Exclusivity Arrangements will not apply to any Licensed Network Prime Time Entertainment Program, which notice shall be dispatched no later than (A) the date that is seven days after the public announcement by CBS that it will carry such Licensed Program in its program schedule for the Broadcast Season, (B) if such Licensed Program was not originally included in the program schedule for the Broadcast Season, the date on which CBS offers such Licensed Program to CBS affiliates for simultaneous television broadcasting on the CBS Network, or (C) with respect to any such Licensed Program (other than a series pilot), the date that is seven days after CBS has entered any agreement that is inconsistent with the Additional Exclusivity Arrangements.

(ii) Preemption.

If the Additional Exclusivity Arrangements do not apply to any Licensed Network Prime Time Entertainment Program for any reason, Broadcaster shall have the right to preempt such Licensed Network Prime Time Entertainment Program and substitute in its place a program selected by Broadcaster. Broadcaster shall notify CBS as far in advance as reasonably practicable of any such preemption and substitution. The preemption of a Licensed Network Prime Time Entertainment Program pursuant to this Paragraph 3(c) (ii) shall not be counted against any agreed limitation on preemptions of Network Programs (subject to Section 73.658 of the FCC's rules) applicable to the Affiliated Station, or otherwise have any economic consequences that are adverse to Broadcaster under the Affiliation Agreement. For the avoidance of doubt, Broadcaster shall have the right to sell or otherwise dispose of, for its own account, all Inventory adjacent to any Licensed Network Prime Time Entertainment Program preempted pursuant to this Subparagraph 3(c) (ii).

(d) Exceptions to Additional Exclusivity.

For purposes of clarity, and without implying any expansion or reduction of the exclusivity provided by Paragraph 3, the Additional Exclusivity Arrangements are expressly recognized as not applying to the following, notwithstanding anything in Paragraph 3(b) to the contrary:

(i) subject to Paragraph 3(e), Video on Demand (i.e., distribution for viewing on a paid subscription or fee for viewing basis, at the time of each individual subscriber's own choosing, as part of a general video-on-demand service);

(ii) promotional uses (i.e., distribution primarily for the purpose of promoting a Network Primetime Entertainment Program on the CBS Network);

(iii) a Sporting Event offered as part of a package of such events for viewing nationally on a subscription or fee for viewing basis (a "Pay-Per-View Exhibition");

(iv) distribution or commercial sale of a Network Program to the general public for exhibition in the home by means of video cassettes, video discs or similar devices;

(v) distribution or commercial sale to the general public of Network Programs for exhibition by means of any device which is mobile or handheld;

(vi) distribution of clips, segments, footage and or parts of Network Programs;

(vii) any episodic Network Program that CBS has ceased to broadcast on a network basis, i.e., "cancelled programs";

(viii) Theatrical Movies, Made-for-Television Movies, Non-Dramatic Specials or Mini-Series; and

(ix) Six (6) hours per week of regularly-scheduled Prime Time Network Entertainment Programs, not otherwise exempt from the exclusivity provisions of Paragraph 3(b), provided that any exhibition on other Broadcast Networks or Cable Networks will not be made prior to the telecast on the CBS Network and will not be in the same day and time period as that in which a Network Program in the same program series is offered to CBS affiliates for simultaneous television broadcasting on the CBS Network.

(e) Affiliate Participation.

(i) Broadcaster will share in revenue paid to CBS from the exhibition or distribution on the following platforms of an entire Network Prime Time Entertainment Program during the Broadcast Season in which the episode in question has its CBS First Run, it being understood that, except for Paragraphs 3(d) (i) and 3(d) (ix), this will not apply to programs or distribution exempted under Paragraph 3(d) above.

(A) Video-on-Demand. With respect to Network Prime Time Entertainment Programs exhibited on a Video-on-Demand basis to subscribers in Affiliated Station's DMA, CBS shall pay Broadcaster a proportionate share, based on the number of television households in Affiliated Station's DMA divided by the total number of television households in all DMAs of CBS Network Stations in which the Network Prime Time Entertainment Program in question is exhibited on a Video-on-Demand basis, of the following percentage of Net Profits from the fees received on a fee for viewing and subscription basis ("VOD Gross Revenues") as follows:

(1) for programs that are exhibited on a Video-on-Demand basis prior to or simultaneous with the first broadcast date on which CBS offers such Prime Time Network Program to CBS affiliates for simultaneous television broadcasting on the CBS Network ("Pre-Air Exhibitions" and "Simultaneous Exhibitions"), [REDACTED] percent of Net Profits (as defined below).

(2) for programs that are exhibited on a Video-on-Demand basis after the first broadcast date on which CBS offers such Prime Time Network Program to CBS affiliates for simultaneous television broadcasting on the CBS Network ("Post-Air Exhibitions"), [REDACTED] percent of Net Profits (as defined below). For purposes of this subparagraph, CBS Network Stations shall include all stations that regularly broadcast the programming of the CBS Television Network, including both Network-Affiliated Station Licensees and stations owned by CBS or any Affiliate thereof.

(B) Internet Streaming Exhibition. With respect to the exhibition of Network Prime Time Entertainment Programs on or through the Internet from which CBS derives advertising revenues on a per click-through basis, CBS will pay Broadcaster a flat fee of [REDACTED] for every thousand click-throughs originating from Affiliated Station's Web Site. The amount paid to Broadcaster shall be adjusted every six (6) months to increase or decrease proportionately with the average amount received by CBS for each [REDACTED] click-throughs (equal to [REDACTED] % of CBS's CPMs).

(ii) CBS will pay Broadcaster its share of Net Profits and Internet Streaming revenue under this subparagraph every six (6) months, on or about July 1 and December 31, for the preceding six-month period (e.g., CBS will make the payment to Broadcaster on July 1 for the July 1 through December 31 period of the previous year, and on December 31 for the preceding January 1 through June 30 period; provided that the payment made on December 31, 2014 will be for the January 1, 2012 through August 31, 2014 period. CBS's payment shall be accompanied by a statement, in reasonable detail, accounting for (X) the VOD Gross Revenues paid to CBS pursuant to (A) above, the costs subtracted from such amount in order to calculate Net Profits, and the manner in which Broadcaster's proportionate share of Net Profits was calculated; and (Y) the Internet advertising revenue derived by CBS on a per click-through basis from click-throughs originating from Affiliated Station's Web Site, and the manner in which Broadcaster's fee in accordance with (B) above was calculated. The parties acknowledge that CBS shall remain liable for Broadcaster's share of Net Profits and Internet Streaming Revenue accrued but not paid during the term of the previous affiliation agreement between them.

(iii) It is understood that the Affiliates Board or its designee, on behalf of Broadcaster and all other Network-Affiliated Station Licensees, shall have the right, for so long as this Paragraph 3(e) is effective and for one year thereafter (but no more than once in any 12 month period during the effective period and once in the year thereafter), and subject to any contractual obligations of CBS, to a reasonable inspection and audit of the books and records of CBS that are relevant to CBS's compliance with this subparagraph and that relate to the applicable period, upon reasonable notice to CBS.

(f) Paragraphs 3(b), 3(c), 3(d) and 3(e) will expire, and be of no further force or effect, at the end of the day on August 31, 2014; provided, that to the extent that this Agreement is renewed, amended or modified prior to such date, the foregoing provisions shall be incorporated, as applicable, in their entirety in such amendment to or renewal of this Affiliation Agreement with respect to any period before August 31, 2014, and such provisions will not be amended or modified by CBS without the approval of The Board of Directors of CBS Television Network Affiliates Association, which approval may be granted or withheld in its sole and absolute discretion. Further, if CBS agrees, in connection with the further amendment or extension of the 1998 Amendment, as amended, to give to any television station affiliated with the CBS Television Network exclusivity rights as to non-broadcast platforms (e.g., cable networks or the Internet) with respect to a period subsequent to August 31, 2014 (the current expiration date of the 1998 Amendment), CBS shall offer to amend this Agreement to include substantially similar terms, it being understood that any payment made by Broadcaster in connection of such non-broadcast exclusivity may differ from, but will be generally consistent with, that paid by other similar Network-Affiliated Station Licensees in comparable markets.

4. Affiliated Station's Commercial Inventory.

(a) Minimum Available Advertising Inventory.

Through December 31, 2014, Broadcaster shall have the right to sell or otherwise dispose of, for its own account, no less than [REDACTED] 30-second units of Inventory occurring during regularly scheduled Prime Time Network Programs each calendar week (Monday through Sunday) (the "Prime Time Inventory"). The Prime Time Inventory shall include a 45-second local newsbreak occurring in the last hour of Prime Time each day of the calendar week, of which 30-seconds each calendar day may be used by Broadcaster as Inventory. Notwithstanding the foregoing provisions of this Paragraph 4(a), the parties agree that the amount of Inventory available for sale by Broadcaster may be lower than said [REDACTED] 30-second units during those weeks in which the CBS Network schedules special news, sports or sponsor-provided programming of the type set forth, for illustrative purposes only, in Part II of Exhibit A to the 1998 Amendment ("Special Programming"), and in which the amount of Inventory available for sale by Network-Affiliated Station Licensees has, in prior years, been

less than in regularly scheduled Prime Time Network Programs; provided, however, that the amount of Special Programming in Network Programs provided by CBS to Affiliated Station in any given Broadcast Year shall be no greater than the amount of Special Programming in Network Programs provided by CBS to the television broadcast stations owned by CBS. The Inventory shall be allocated in a manner that is materially identical to the allocation of Prime Time Inventory provided by CBS to other Network-Affiliated Station Licensees and to the television broadcast stations owned by CBS; provided, however, that CBS shall have the right to reallocate a reasonable amount of Inventory among Network Programs so long as such reallocation does not result in the Prime Time Inventory having materially less value by virtue of its placement than the Inventory that was available to Network-Affiliated Station Licensees and to the television broadcast stations owned by CBS as of the commencement of the Term. In addition, through December 31, 2014, CBS shall make available to Broadcaster for local sale [REDACTED] additional 30-second units per week in "The CBS Evening News with Scott Pelley" (or its successor program) (in addition to the end break available for sale by Broadcaster at the conclusion of "The CBS Evening News with Scott Pelley.") with one such unit being scheduled as an internal break on each of Monday, Wednesday and Friday, subject to adjustment for significant ratings shortfall or gain. Except as otherwise provided in the preceding sentence with respect to "The CBS Evening News with Scott Pelley" (or its successor program) and in Paragraphs 4 (c), (d) and (e), nothing contained in this Paragraph 4 shall in any way establish or otherwise affect Affiliated Station's right to Inventory during periods other than Prime Time.

The provisions of Paragraph 4(a) and (b) shall be incorporated, as applicable, in their entirety in any amendment to the Affiliation Agreement, with respect to any period before December 31, 2014, and may not be amended or modified without the approval of The Board of Directors of CBS Television Network Affiliates Association, which approval may be granted or withheld in its sole and absolute discretion.

(b) Supplemental Prime Time Inventory.

Through December 31, 2014, [REDACTED] additional 30-second [REDACTED] of Inventory (the "Supplemental [REDACTED]") shall be allocated for sale by Broadcaster Monday through Saturday in regularly scheduled Prime Time Network Programs. Such Supplemental [REDACTED] shall be made available during or adjacent to the first, second or third hour of Prime Time on an annually rotating basis, in accordance with the schedule set forth in the 1998 Amendment.

(c) NFL Inventory.

(i) In addition to the Prime Time Inventory, with respect to each single NFL Game that is scheduled by the NFL to begin prior to 4:00 p.m. New York City time and made available to Affiliated Station for broadcast by CBS, Broadcaster shall have the right to sell or otherwise dispose of, for its own account, no fewer than [REDACTED], 30-second units of Inventory in or adjacent to (i.e., no more than [REDACTED] 30-second units immediately preceding the commencement of the NFL Game and no more than [REDACTED] 30-second units of Inventory immediately following the conclusion of the coverage of the NFL Game) such NFL Game.

(ii) In addition to the Prime Time Inventory, with respect to each single NFL Game that is scheduled by the NFL to begin on or after 4:00 p.m., New York City time and made available to Affiliated Station for broadcast (a "Late-Start NFL Game"), Broadcaster shall have the right to sell or otherwise dispose of, for its own account, no fewer than [REDACTED] 30-second units of Inventory in or immediately following (i.e., up to [REDACTED] 30-second units of Inventory immediately following the conclusion of the coverage of the NFL Game) such NFL Game.

(iii) In addition to the Prime Time Inventory, with respect to back-to-back broadcasts of NFL Games occurring on the same calendar day that are provided to Broadcaster for broadcast by CBS on the same day, Broadcaster shall have the right to sell or otherwise dispose of, for its own account, no fewer than [REDACTED] 30-second units of Inventory in or adjacent to (i.e., no more than [REDACTED] 30 second units immediately preceding the commencement of the NFL Game and no more than [REDACTED] 30-second units immediately following the conclusion of coverage of the NFL Game) such back-to-back NFL Games.

(iv) In addition to the Inventory made available under the immediately preceding Paragraph 4(c) (iii), Broadcaster shall have the right to sell or otherwise dispose of, for its own account, [REDACTED] additional 30-second [REDACTED] of Inventory adjacent to *60 Minutes* (or any successor program transmitted for broadcast during substantially the same time period as *60 Minutes*) on each Sunday on which a back-to-back broadcast of NFL Games is provided to Affiliated Station for broadcast by CBS.

(d) NFL Game News Break.

In addition to the foregoing, CBS shall make available an opportunity for Broadcaster to provide a [REDACTED] minute and [REDACTED] second local news broadcast (the "Local News Window") during half time of the second game of back-to-back NFL Games provided to Affiliated Station for broadcast by CBS. The Local News Window will be comprised of a [REDACTED] second station break, followed immediately by a [REDACTED] minute period for use, at Broadcaster's option, for a local news broadcast. CBS shall make available programming for broadcast during such [REDACTED] minute period in the event that Broadcaster elects not to use it for a local news broadcast. If Broadcaster elects to air a local news broadcast during the Local News Window, Broadcaster may not schedule more than [REDACTED] seconds of local commercials during the Local News Window.

(e) SEC Inventory.

During the NFL Broadcast Period, CBS shall make available for sale by Affiliated Station [REDACTED] additional 30-second [REDACTED] within Network broadcasts of SEC Football Games (in addition to the amount of Inventory available for sale by Affiliated Station in or adjacent to such Network Programs during SEC football games during the 2008 season).

(f) The provisions of Paragraphs 4 (c) and (d) and (e) above will expire and be of no further force or effect as of August 31, 2014. To the extent that this Agreement is renewed, amended or modified prior to that date, the provisions shall be incorporated, as applicable, in their entirety in such amendment to or renewal of this Affiliation Agreement with respect to any period before August 31, 2014, and such provisions will not be amended or modified by CBS without the approval of The Board of Directors of CBS Television Network Affiliates Association, which approval may be granted or withheld in its sole and absolute discretion.

Notwithstanding anything in this Section 4 to the contrary, if CBS makes or proposes any agreement:

(i) in connection with the further amendment or extension of the 2003 Agreement, as amended, as to the Prime Time Inventory or Inventory in "*The CBS Evening News with Scott Pelley*" (or its successor program) that will be available for local sale in or adjacent to Network Programs with respect to a period subsequent to December 31, 2014; or

(ii) in connection with the further amendment or extension of the 1998 Agreement, as amended, as to the Inventory in other Network Programs that will be available for local sale in or adjacent to such other Network Programs with respect to a period subsequent to August 31, 2014;

then CBS will offer to amend this Agreement to include substantially similar terms, it being understood that any payment made by Broadcaster in consideration of such Inventory guarantees may differ from, but will be generally consistent with that paid by other similar Network-Affiliated Station Licensees in comparable markets.

5. Term and Termination.

(a) Term.

The Term of this Agreement shall be the period commencing on October 1, 2012 through and including September 30, 2017. For purposes of Paragraph 6, each twelve month period following the commencement of the Term shall be a "Contract Year." Notwithstanding any provision of any offer or acceptance under Paragraph 2 hereof, upon the expiration or any termination of the Term of this Agreement, Broadcaster shall have no right whatsoever to broadcast over Affiliated Station any Network Program.

(b) Termination on Transfer of License or Interest in Broadcaster.

Broadcaster shall notify CBS forthwith if any application is made to the Federal Communications Commission relating to an assignment or transfer of control either of any interest in Broadcaster or of Broadcaster's license for Affiliated Station. In the event that (i) CBS shall reasonably disapprove of the proposed assignee or transferee, or (ii) Broadcaster is in arrears on any payment due to CBS hereunder and an arrangement for payment reasonably satisfactory to CBS has not been made, CBS shall have the right to terminate this Agreement effective as of the effective date of any such assignment or transfer of control (except an assignment or transfer within the provisions of Section 73.3540(f) of the Federal Communications Commission's present Rules and Regulations) by giving Broadcaster notice thereof, and of its reasons for disapproving of the proposed assignee or transferee, or the payment(s) that are in arrears, within thirty days after the date on which Broadcaster gives CBS notice of the making of such application. If CBS does not so terminate this Agreement, Broadcaster shall, prior to the effective date of any such assignment or transfer of any interest in Broadcaster or of Broadcaster's license for Affiliated Station, and as a condition precedent to such assignment or transfer, procure and deliver to CBS, in form reasonably satisfactory to CBS, the agreement of the proposed assignee or transferee that, upon consummation of the transfer, the assignee or transferee will unconditionally assume and perform all obligations of Broadcaster under this Agreement. Upon delivery of said agreement to CBS, in form satisfactory to it, the provisions of this Agreement applicable to Broadcaster shall, effective upon the date of such assignment or transfer, be applicable to such assignee or transferee.

Broadcaster's obligations to procure the assumption of this Agreement by any assignee or transferee of Affiliated Station as a condition precedent to such assignment or transfer shall be deemed to be of the essence of this Agreement; further, Broadcaster expressly recognizes that money damages will be inadequate to compensate CBS for the breach of such obligation, and that CBS shall accordingly be entitled to equitable relief to enforce the same.

(c) Termination on Change of Transmitter Location, Power, Frequency or Hours of Operation of Affiliated Station.

Broadcaster shall notify CBS forthwith if application is made to the Federal Communications Commission to modify the transmitter location, power or frequency of Affiliated Station or Broadcaster plans to modify the hours of operation of Affiliated Station. In the event that CBS reasonably determines that such modification will substantially lessen the value of Affiliated Station as an outlet for Network programming, CBS shall have the right to terminate this Agreement, effective on the date on which Broadcaster effectuates such modification (the "Modification Date"), by giving Broadcaster notice thereof within thirty (30) days after the date on which Broadcaster gives CBS notice of the application or plan for such modification. If Broadcaster fails to notify CBS as required herein, then CBS shall have the right to terminate this Agreement effective on the Modification Date by giving Broadcaster notice thereof within thirty (30) days of the date on which CBS first learns of such application. For avoidance of doubt, no notice of the making of a modification application shall be required, nor will CBS have any right of termination with respect to, any change of facilities required to comply with any law, rule or regulation.

Notice shall not be required if the FCC, by operation of law, makes any such change to the facilities of Affiliated Station.

(d) Termination in the Event of Breach.

Each party, effective upon thirty days written notice to the other, may, in addition to its other rights, terminate this Agreement if any material representation, warranty or agreement of the other party contained in this Agreement has been breached and such breach shall not have been cured during such thirty (30) day period; provided, that a cure period shall not be available with respect to the recurring (i.e., on more than five occasions during the Term) failure to pay money when due, and in such an instance the non-breaching party may specify in its notice that the Agreement shall terminate thirty (30) days after delivery of such notice, notwithstanding subsequent efforts to cure; and further provided that the remedy of termination shall not be available with respect to any late payment with respect to which CBS has accepted a payment of interest pursuant to Paragraph 6 (d) below, and the exercise of such right by CBS shall annul Broadcaster's obligation to make further interest payments pursuant to this subparagraph.

6. Payments by Broadcaster.

(a) Programming Fee.

Broadcaster shall pay CBS the following monthly amounts for each household in Affiliated Station's DMA that subscribes to a cable system (which for avoidance of doubt shall include cable systems owned or operated by telephone companies, as well as those using IPTV technology) or a direct broadcast satellite ("DBS") service (a "Multichannel Household"): (A) [REDACTED] during the First Contract Year (B) [REDACTED] during the Second Contract Year; (C) [REDACTED] during the Third Contract Year; (D) [REDACTED] during the Fourth Contract Year; and (E) [REDACTED] during the Fifth Contract Year.

The parties agree that the number of DMA Multichannel Households during the First and Second Contract Years shall be deemed to be [REDACTED] for the Lansing, Michigan DMA, which figure is based on figures reported by Nielsen Media Research ("Nielsen") for February 2012. For the Third and Fourth Contract Years (beginning October 1, 2014), DMA Multichannel Households will be adjusted to the figures reported by Nielsen for July 2014. For the Fifth Contract Year (beginning October 1, 2016), DMA Multichannel Households will be adjusted to the figures reported by Nielsen for July 2016. The below table shows the payments that Broadcaster shall make during the First and Second Contract Years based on the foregoing.

	Rate per Multichannel <u>HH</u>	Annualized <u>Programming Fee</u>	Monthly <u>Payment</u>
First "Contract Year": (October 1, 2012- September 30, 2013)	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Second Contract Year : (October 1, 2013- September 30, 2014)	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Third Contract Year : (October 1, 2014- September 30, 2015)	\$ [REDACTED]	TBD	TBD
Fourth Contract Year : (October 1, 2015- September 30, 2016)	\$ [REDACTED]	TBD	TBD
Fifth Contract Year: (October 1, 2016- September 30, 2017)	\$ [REDACTED]	TBD	TBD

Broadcaster shall pay the above amounts to CBS in monthly installments as shown above (where now determinable). CBS will send an invoice to Broadcaster for the Programming Fee at the start of each month for that month's installment, which Station agrees to pay by the 15th of the following month (e.g., invoice for October 2012 is due by November 15, 2012).

(b) NFL.

Beginning October 1, 2012, Broadcaster (WLNS) shall pay CBS a pro-rated Annual NFL contribution as follows: (i) from October 1, 2012 through August 31, 2013, the annual amount of \$ [REDACTED] in monthly installments of \$ [REDACTED] and (ii) from September 1, 2013 through August 31, 2014, the annual amount of \$ [REDACTED] in monthly installments of \$ [REDACTED]. Broadcaster shall pay the monthly installments (the "Annual NFL Contribution") in arrears. CBS will send an invoice to Broadcaster at the beginning of each month for the previous month's installment, which broadcaster agrees to pay by the 15th of the following month (e.g. invoice sent in February 2013 (for January 2013) is due on or before March 15, 2013).

(c) NCAA Value Exchange.

Through December 31, 2014, Broadcaster (WLNS) shall pay CBS the annual amount of \$ [REDACTED] in accordance with the 2003 Agreement concerning NCAA contributions, inventory and other matters (the "Annual NCAA Contribution"). Broadcaster shall pay the above amount to CBS in monthly installments of \$ [REDACTED] in arrears. CBS will send an invoice to Broadcaster at the start of each month for the previous month's installment, which Broadcaster agrees to pay by the 15th of the following month (e.g., invoice sent in February 2013 (for January 2013) is due by March 15, 2013).

(d) Any amounts not paid within sixty (60) days of the due date specified in this paragraph shall accrue interest at the rate of a half percent (.5%) per month, compounded monthly, until such amounts with such accrued interest are paid in full.

7. Use of Network Programs.

(a) General.

Broadcaster shall not cause or permit Network Programs to be exhibited by means of any protocol or platform other than Traditional Television including, without limitation, by broadcast or wireless transmission to mobile devices, distribution over the Internet or high-speed data service, or by broadcast on a secondary program stream, without the express consent of CBS. Broadcaster shall not broadcast any Network Program over Affiliated Station unless such Network Program has first been offered by CBS to Broadcaster for broadcasting over Affiliated Station and has been accepted by Broadcaster in accordance with this Agreement. Except with the prior written consent of CBS, Broadcaster shall neither sell any Network Program, in whole or in part, or any time therein, for sponsorship, or otherwise use Network Programs except as specifically authorized in this Agreement. Affiliated Station shall not broadcast any commercial announcement or announcements during any interval, within a Network Program, which is designated by CBS to Affiliated Station as being for the sole purpose of making a station identification announcement. Broadcaster shall, with respect to each Network Program broadcast over Affiliated Station, broadcast such Network Program in its entirety (including but not limited to commercial announcements, billboards, credits, public service announcements, promotional announcements and network identification), without interruption, alteration, compression, deletion or addition of any kind, from the beginning of the Network Program to the final system cue at the conclusion of the Network Program. Nothing herein shall be construed as preventing Broadcaster's deletion of (i) part of a Network Program in order to broadcast an emergency announcement or news bulletin; (ii) a promotional announcement for a Network Program not to be broadcast over Affiliated Station (provided that Affiliated Station shall broadcast an alternative promotional announcement for CBS network programming in place of the deleted promotional announcement); (iii) such words, phrases or scenes as Broadcaster, in the reasonable exercise of its judgment, determines it would not be in the public interest to broadcast over Affiliated Station; provided, however, that Broadcaster shall not substitute for any material deleted pursuant to this clause (iii) any commercial or promotional announcement of any kind whatsoever; and provided further that Broadcaster shall notify CBS of every such deletion within 72 hours thereof. Broadcaster shall not, without CBS's prior written consent, authorize or permit any Network Program, recording, or other material furnished by CBS to Broadcaster or Affiliated Station hereunder to be recorded, duplicated, rebroadcast, retransmitted or otherwise used for any purpose whatsoever other than broadcasting by Affiliated Station as provided herein; except that Broadcaster may assert a right to mandatory carriage of Affiliated Station's signal by a cable system or satellite carrier, pursuant to the provisions of 47 USC § 534 and 47 USCS § 338, respectively, and may, to the extent permitted by paragraph 7(d) hereof, grant consent to the retransmission of such signal by a cable system, satellite carrier or other multichannel video programming distributor ("MVPD") pursuant to the provisions of Section 325(b) of the Communications Act.

(b) Clearance of Programs.

Subject to Section 73.658(e) the FCC's Rules (the "FCC's Right to Reject Rule"), and the express provisions hereof, Affiliated Station agrees to provide full, in-pattern clearance of all programs on the existing CBS Television Network program schedule (or such programs' replacements or successors, as scheduled in existing Network time periods) in all day-parts, in accordance with the foregoing and the attached Schedule A. Except for preemptions made pursuant to the FCC's Right to Reject Rule, Station agrees not to preempt, downgrade, delay or change time periods of network programming without prior

written consent of CBS. Further, Station agrees to make good in a mutually agreed upon time period all primetime preemptions made for reasons other than Broadcaster's reasonable belief that the Network Program in question is unsuitable or contrary to the public interest, within the meaning of the FCC's Right to Reject Rule.

Station agrees to limit primetime preemptions to not more than [REDACTED] hours per calendar year for WLNS (the "Primetime Preemption Cap"). In the event Broadcaster exceeds the Primetime Preemption Cap, Broadcaster agrees to pay CBS \$[REDACTED] per hour for the first five hours of primetime preemptions each year in excess of the Prime Preemption Cap. The excess preemption fee shall also be payable by Broadcaster for any primetime preemption beyond [REDACTED] hours annually (an "Excess Preemption"), but any such preemption shall additionally be considered a material breach of the Affiliation Agreement.

Similarly, Station agrees to limit preemptions of Weekend Sports Programming to not more than [REDACTED] hours per calendar year for WLNS (the "Weekend Sports Cap"). In the event Broadcaster exceeds the Weekend Sports Cap, Broadcaster agrees to pay CBS \$[REDACTED] per hour for the first five hours of Weekend Sports preemptions each year in excess of the Weekend Sports Cap. The excess preemption fee shall also be payable by Broadcaster for any Weekend Sports preemption beyond [REDACTED] hours annually (an "Excess Preemption"), but any such preemption shall additionally be considered a material breach of the Affiliation Agreement.

The above preemption limits shall be allocated proportionately in partial years. Station will promptly notify CBS of any preemption and payment of any Preemption Penalty will be made within sixty (60) days of the written notification from CBS of the amount due.

It is understood that Station's obligations pursuant to the above provisions shall be subject to Station's rights under Section 73.658 (e) of the FCC's rules, and that Affiliated Station's legitimate exercise of such rights shall in no event be deemed a breach of the obligations set forth in this subparagraph, and shall not count against the Primetime Preemption Cap or the Weekend Sports Cap as set forth above; provided, however, that nothing in the foregoing will be construed to permit Affiliated Station to preempt a program, regardless of the reason for the preemption, in its live or agreed time period, and then broadcast such program in a different time period, without the express written consent of CBS.

(c) Reports.

Broadcaster shall submit to CBS in the manner requested by CBS such reports as CBS may reasonably request concerning the broadcasting of Network Programs by Affiliated Station.

(d) Retransmission Consent.

(i) Conditions for Grant. Broadcaster may grant consent to the retransmission of Affiliated Station's signal by a cable system or other MVPD pursuant to the provisions of 325(b) of the Communications Act (hereafter "retransmission consent"), if one of the following conditions applies at the time retransmission consent is granted:

(A) the cable system or other multichannel program service on which Affiliated Station's signal is to be retransmitted serves television homes within Affiliated Station's television market;

(B) the majority of television homes served by the cable system or other multichannel program service on which Affiliated Station's signal is to be retransmitted are within a

county or community in which Affiliated Station's signal is "significantly viewed" as defined in Section 76.54 of the FCC's rules; or

(C) the cable system or other multichannel program service on which Affiliated Station's signal is to be retransmitted carried such signal on October 5, 1992, and does not receive such signal by satellite delivery.

Notwithstanding anything to the contrary in the foregoing, in no case shall retransmission consent be granted to a television receive-only satellite service, or a direct broadcast satellite service, if Affiliated Station's signal is to be retransmitted by such service to television homes outside of Affiliated Station's television market other than (A) "unserved household(s)," as that term is defined in Section 119(d) of Title 17, United States Code, (B) within a community in which the signal has been determined by the Federal Communications Commission to be "significantly viewed" in accordance with Section 340 of Title 47, United States Code, or (C) households subject to statutory licensing pursuant to Section 119 (a) (2) (C) of Title 17, United States Code; provided, however, that retransmission consent granted pursuant to clauses (B) or (C) of this sentence shall in all cases be conditioned on the satellite service's simultaneous retransmission to any such household of the corresponding signal of the home market affiliate of the CBS Television Network, including the retransmission in high definition format of any Network Programs so transmitted by such home market affiliate. For purposes of this paragraph, a station's "television market" shall be defined in the same manner as set forth in Sections 76.55(e) and 76.59 of the FCC's rules.

8. Rejection, Refusal, Substitution and Cancellation of Network Programs.

(a) Rights of Broadcaster and CBS.

With respect to Network Programs offered to or already accepted hereunder by Broadcaster, nothing in this Agreement shall be construed to prevent or hinder:

(i) Broadcaster from rejecting or refusing any such Network Program which Broadcaster reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest, or from substituting a program which, in Broadcaster's opinion, is of greater local or national importance; or

(ii) CBS from substituting one or more other Network Programs, in which event CBS shall offer such substituted program or programs to Broadcaster pursuant to the provisions of Paragraph 2 hereof; or

(iii) CBS from canceling one or more Network Programs.

(b) Notice.

In the event of any such rejection, refusal, substitution or cancellation by either party hereto, such party shall notify the other thereof as soon as practicable by facsimile or electronic mail.

9. Disclosure of Information.

CBS shall endeavor in good faith, before furnishing any Network Program, to disclose to Broadcaster information of which CBS has knowledge concerning the inclusion of any matter in such Network Program for which any money, service or other valuable consideration is directly or indirectly paid or promised to, or charged or accepted by, CBS or any employee of CBS or any other person with whom CBS deals in connection with the production or preparation of such Network Program. As used in

this Paragraph 9, the term "service or other valuable consideration" shall not include any service or property furnished without charge or at a nominal charge for use in, or in connection with, any Network Program "unless it is so furnished in consideration for an identification in a broadcast of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property on the broadcast," as such words are used in Section 317 of the Communications Act of 1934 as amended. The provisions of this Paragraph 9 requiring the disclosure of information shall not apply in any case where, because of a waiver granted by the Federal Communications Commission, an announcement is not required to be made under said Section 317. The inclusion in any such Network Program of an announcement required by said Section 317 shall constitute the disclosure to Broadcaster required by this Paragraph 9.

10. Indemnification.

CBS will indemnify Broadcaster from and against any and all claims, damages, liabilities, costs and expenses arising out of the broadcasting, pursuant to this Agreement, of Network Programs furnished by CBS to the extent that such claims, damages, liabilities, costs and expenses are (i) based upon alleged violation of FCC rules, libel, slander, defamation, invasion of the right of privacy, or violation or infringement of copyright or literary or dramatic rights; (ii) based upon the broadcasting of Network Programs as furnished by CBS, without any deletions by Broadcaster; and (iii) not based upon any material added by Broadcaster to such Network Programs (as to which deletions and added material Broadcaster shall, to the like extent, indemnify CBS, all network advertisers, if any, on such Network Program, and the advertising agencies of such advertisers). Furthermore, each party will so indemnify the other only if such other party gives the indemnifying party prompt notice of any claim or litigation to which its indemnity applies; it being agreed that the indemnifying party shall have the right to assume the defense of any or all claims or litigation to which its indemnity applies and that the indemnified party will cooperate fully with the indemnifying party in such defense and in the settlement of such claim or litigation. To the extent an indemnifying party assumes the defense of any claim or litigation in accordance with the foregoing, if any indemnified person hereunder wishes to continue to be represented in such action, suit, proceeding or investigation by its own counsel, such indemnified person will bear any expenses associated with such continued representation that arise from the point in time in which the indemnifying party assumed the defense thereof. Except as herein provided to the contrary, neither Broadcaster nor CBS shall have any rights against the other party hereto for claims by third persons or for the non-operation of facilities or the non-furnishing of Network Programs for broadcasting if such non-operation or non-furnishing is due to failure of equipment, action or claims by any third person, labor dispute or any cause beyond such party's reasonable control.

11. Local News Broadcasts.

Affiliated Station shall, throughout the Term, continue its commitment to the broadcast of local news. The precise amount and timing of local news programming is a matter committed to the discretion of the Affiliated Station. It is Affiliated Station's present intention to continue production and broadcast of local news at a level substantially similar to that currently being broadcast. As provided in the agreement pertaining to CBS Newspath (but as a separate obligation of this Affiliation Agreement as well), Broadcaster shall make available, on request by CBS News, coverage produced by Affiliated Station of news stories and breaking news events of national and/or regional interest, to CBS News and to CBS Newspath.

12. Non-Duplication of Network Programs.

(a) For purposes of this paragraph, a television station's "Network Exclusivity Zone" shall mean the zone within thirty-five (35) miles of the station's reference points, or, in the case of a "small

market television station," as defined in Section 76.92 of the FCC rules, the zone within 55 miles of said reference points; provided, however, that in no case shall the "Network Exclusivity Zone" include an area within the Designated Market Area ("DMA"), as most recently determined by Nielsen Media Research, of another CBS Television Network Affiliate. A station's "reference points" for purposes of this paragraph shall be as defined in Section 73.658(m) of the FCC rules, and shall be deemed to include, with respect to a station in a hyphenated market, the reference points of each named community in that market.

(b) Broadcaster shall be entitled to exercise, within Affiliated Station's Network Exclusivity Zone, the protection against duplication of network programming, as provided by Sections 76.92 through 76.95 and Sections 76.120 through 76.122 of the FCC's rules, with respect to a Network Program during the period beginning one (1) day before and ending seven (7) days after the delivery of such Network Program by CBS to Broadcaster; provided, however, that such right shall apply only to Network Programs broadcast in the live time period as offered or on no more than a one day delay as accepted by CBS; and provided further that nothing herein shall be deemed to preclude CBS from granting to any other broadcast television station licensed to any other community similar network non-duplication rights within that station's Network Exclusivity Zone, and Broadcaster's aforesaid right of network non-duplication shall not apply with respect to the transmission of the programs of another CBS affiliate (current or future) by a "community unit," as that term is defined by the rules of the FCC, located (wholly or partially) within the area in which Broadcaster's Network Exclusivity Zone overlaps the Network Exclusivity Zone of that other CBS affiliate.

(c) In the event of a material breach of this Agreement by Broadcaster, CBS may on 60 days prior written notice revoke Broadcaster's right under this Paragraph to exercise protection against the duplication of network programming under the above rules of the FCC, provided that such breach shall not have been cured within said 60 day notice period; but further provided, that such cure period shall not be applicable to a material breach involving Excess Preemptions as defined in Paragraph 7(b), as to which there shall be no opportunity to cure and such revocation shall be effective at the end of the notice period. In the event CBS invokes the remedy provided by this subparagraph, such remedy shall be deemed to be exclusive with respect to any previous material breach of this Affiliation Agreement.

13. Assignment, Conveyance and Conditions for Use of Receivers.

(a) For value received, CBS hereby conveys, transfers, and assigns to Broadcaster, all of its rights, title and interest in and to the tangible personal property consisting of certain satellite receivers subject to the following conditions:

(i) Broadcaster may not assign its rights in the receivers to any party without CBS's written approval.

(ii) At the termination or expiration of this Agreement, Broadcaster's rights in the receivers shall cease and Broadcaster shall take appropriate steps to assign the receivers to CBS.

(b) Broadcaster shall use the receivers solely in connection with the broadcast rights granted and specified in the Agreement.

(c) CBS makes no warranties whatsoever, either express or implied, in respect of the equipment including, but not limited to, any warranties of merchantability or fitness for a particular purpose.

(d) Broadcaster shall be solely responsible for any and all installation and other related costs or charges in connection with the use and installation of the receivers. Broadcaster shall at all times use

and maintain the receivers as instructed by CBS and the manufacturer and shall endeavor to assure that the receivers are kept in good condition and that no tampering with the receivers or other breach of security, as defined in Paragraph (g) below, occurs. Broadcaster shall promptly notify the CBS Satellite Management Center by telephone of any defect or failure in the operation of the receivers and shall follow such procedures as are established by CBS for the replacement or repair of the receivers. CBS shall be responsible for the cost of correcting any defect or of rectifying any failure of the receivers to operate during the Term of the Agreement, provided that Broadcaster shall be responsible for any costs associated with its failure to follow the prescribed procedures.

(e) In addition to its rights under Paragraph 13 of the Agreement, CBS will not be liable for any damages resulting from the operation of the receivers or from the failure of the receivers to function properly or, any loss, cost or damage to Broadcaster or others arising from defects or non-performance of the receivers.

(f) If Broadcaster makes any use of the receivers in violation of the terms and conditions of this Agreement, said use shall be a material breach of this Agreement.

(g) Should Broadcaster's willful acts or negligence result in any breach in the security of the receivers covered by this Agreement, such breach of security shall be a material breach of this Agreement. Breach of security shall include but not be limited to any theft of all or part of the receivers, any unauthorized reproduction of all or part of the receivers, any unauthorized reproduction of the code involved in descrambling the network feed from CBS to Broadcaster, or any related misappropriation of the physical property or intellectual property contained in the receivers.

14. Confidentiality.

The terms of this Agreement, and discussions related thereto, will not be disclosed to any third party other than, on a need-to-know basis, the officers, directors, employees, accountants, attorneys, consultants, financial advisors and lenders of the parties or their Affiliates, and their existing and potential third-party financial investors. Notwithstanding the foregoing, the following shall not constitute a violation of this provision:

(a) the filing of this Agreement with the FCC by Broadcaster in accordance with Section 73.3613 of the FCC's rules (47 CFR § 73.3613) or other express FCC requirement, provided that, unless otherwise expressly directed by the FCC, Broadcaster shall redact the specific amounts to be paid by Broadcaster pursuant to Paragraphs 6(a), 6(b), 6(c) 7(b) and Schedule C hereof.

(b) such disclosure as is, in the opinion of counsel, required by law, including, without limitation, to the extent necessary to comply with (i) Securities and Exchange Commission or similar disclosure requirements or (ii) the valid order of an administrative agency or a court of competent jurisdiction; and

(c) such disclosure as is necessary to enforce rights pursuant to this Agreement.

Any press release regarding the terms of this negotiation or Agreement, shall be made jointly by the parties. Nothing in the foregoing shall be construed to prevent CBS, consistent with its duties and status as a publicly-traded company, from generically discussing, or making announcements concerning, its negotiations with Network-Affiliated Station Licensees without referring to Broadcaster or Affiliated Station specifically, or in terms by which it or they would readily be individually identifiable.

15. CBS Service Mark Agreement.

Station will execute and abide by the standard CBS Service Mark Agreement, attached hereto as Schedule B, which specifies acceptable ways Station may utilize the CBS Eye Service Mark in on-air and print advertising.

16. General:

(a) As of the beginning of the term hereof, this Agreement takes the place of, and is substituted for, any and all television affiliation agreements heretofore existing between Broadcaster and CBS concerning Affiliated Station, subject only to the fulfillment of any obligations, including without limitation the payment of money, incurred, but not discharged, during the term of any previous affiliation agreement, or relating to events occurring prior to the beginning of the term hereof. This Agreement cannot be changed or terminated orally and no waiver by either Broadcaster or CBS of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

(b) The obligations of Broadcaster and CBS under this Agreement are subject to all applicable federal, state and local law, rules and regulations (including but not limited to the Communications Act of 1934 as amended and the Rules and Regulations of the Federal Communications Commission) and this Agreement and all matters or issues collateral thereto shall be governed by the law of the State of New York applicable to contracts performed entirely therein.

(c) Neither Broadcaster nor CBS shall be or be deemed to be or hold itself out as the agent of the other under this Agreement.

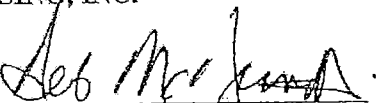
(d) Unless specified otherwise, all notices given hereunder shall be given in writing, by personal delivery, electronic mail, facsimile, mail, telegram, telex system or private wire at the respective addresses of Broadcaster and CBS set forth above, unless either party at any time or times designates another address for itself by notifying the other party thereof by certified mail, in which case all notices to such party shall thereafter be given at its most recently so designated address. Notice given by mail shall be deemed given on the date of mailing thereof with postage prepaid. Notice given by telegram shall be deemed given on delivery of such telegram to a telegraph office with charges therefore prepaid or to be billed to the sender thereof. Notice given by private wire shall be deemed given on the sending thereof. Notice to CBS shall be addressed to the President, CBS Affiliate Relations.

(e) The titles of the paragraphs in this Agreement are for convenience only and shall not in any way affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

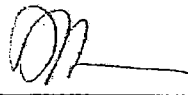
YOUNG BROADCASTING OF
LANSING, INC.

By:


Deb McDermott, President

CBS AFFILIATE RELATIONS
A Unit of CBS Corporation

By:



Diana Wilkin, President

SCHEDULE A	PROGRAMMING SCHEDULE
SCHEDULE B	SERVICE MARK AGREEMENT
SCHEDULE C	NEWSPATH

SCHEDULE A

WLNS Lansing, MI

Clearance of Regularly Scheduled CBS Programming on WLNS (all times local):

Monday-Friday

CBS Morning News	4:00-4:30am
CBS This Morning	7:00-9:00am
Let's Make a Deal	10:00-11:00am ¹
Price is Right	11:00am-12:00pm
Young & Restless	12:30-1:30pm
Bold & Beautiful	1:30-2:00pm
The Talk	2:00-3:00pm
CBS Evening News	6:30-7:00pm
Prime Time	8:00-11:00pm
Late Show	11:35pm-12:37am
Late Late Show	12:37-1:37am
Up to the Minute	2:07-4:00am Monday-Friday ²

Saturday

Kids Programming	7:00-9:00am
CBS This Morning: Saturday	9:00-11:00am
CBS Evening News (Sat)	6:30-7:00pm
Prime Time	8:00-11:00pm

Sunday

Kids Programming	7:00-8:00am
CBS Sunday Morning	9:00-10:30am
Face the Nation	10:30-11:00am
CBS Evening News (Sun)	6:30-7:00pm
Prime Time	7:00-11:00pm

¹ WLNS shall have the right to continue to run "Let's Make A Deal" Monday-Friday from 10:00 am to 11:00 am without additional charge or potential additional charge, including without limitation any charge based on lower ratings in the current time period as compared with some other time period.

² WLNS shall, at a minimum, clear "Up to the Minute" for two consecutive hours per night scheduled between 2 AM and 6 AM.

SCHEDULE B

SERVICE MARK LICENSE AGREEMENT

Re: **Television Station WLNS, Lansing, Michigan**

Ladies and Gentlemen:

When executed by you and us, this letter shall constitute a license agreement governing your use of the CBS "Eye" service mark in the nine (9) forms exemplified in Exhibits A through I attached hereto and hereby made a part hereof.

1. We hereby grant to you a non-exclusive, non-assignable revocable license (without right to sublicense) to use the CBS "Eye" service mark exemplified in Exhibits A through I (herein called the "Mark") solely in conformity herewith and in the forms specified in said Exhibits A through I on your stationery, in advertisements, and in television broadcasts made by you, solely for the purpose of publicizing our programs and your affiliation with us.

2. While it is our present intention to continue this license in effect for the duration of your association with us as an affiliated station, we reserve the right to revoke it at any time on sixty (60) days' notice to you.

3. You hereby agree that:

(i) Your use of the Mark shall be limited to one or more of the specific forms thereof exemplified in Exhibits A through I and you will not change the Mark either by disturbing or distorting the proportions of the Mark as so exemplified, or by introducing any extraneous material (such as pictures, words, letters or other distractions including, without limitation, your call letters or channel number) into any portion of the Mark, or by otherwise materially altering the commercial impression created by the Mark. However, it is not necessarily improper to use overall nonintrusive design material, such as a sky-cloud background, as long as it does not prevent the ready identification of the symbol as one of the approved forms of the Mark.

(ii) Any form of the Mark as exemplified in the Exhibits may be used only in standard color combinations. It is not necessary that the colors be confined to black and white. However, the portions of the Mark colored black in the attached examples should be of a distinctly darker color than that used for the portions colored white in those examples. It is permissible to reverse the dark-light-dark color sequence. Except as shown by Exhibits G through I, the elements of the Mark should not be shaded, except where it is necessary to set off the "Eye" from background material. In such a case only the minimum amount of shading is permissible. The shading should be executed in such a way so that it does not appear to be a permanent element, thereby creating a new form of the Mark.

(iii) A sequential development in motion of an initially imperfect CBS "Eye" (during which full scope is allowed for creativity) is permitted, but only provided that the development finally culminates in a rendition, appearing long enough for recognition, of one of the approved forms of the "Mark".

(iv) The Mark as exemplified in Exhibits A, B, D, E, G and H may only be used to symbolize the television programs and television broadcasting services of CBS and for no other purpose and Exhibits C, F and I may in addition be used to symbolize your affiliation relationship to the CBS Television Network. In no instance shall you use the Mark in a generic manner, that is, so as to suggest television in general, the act of seeing, or any instrumentality of sight, including without being limited to a human or animal eye or a lens of a pair of spectacles or binoculars, a telescope, a camera, or a motion or still picture projector, or the like.

(v) You shall not use the Mark in any form for the purpose of identifying, promoting, advertising or publicizing any programs or program material the source of which is not the CBS Television Network.

(vi) If you choose to use the Mark for the purpose of identifying, promoting, advertising or publicizing specific programs or program material the source of which is the CBS Television Network, you may use the Mark as exemplified by Exhibits B, E or H or the Mark as exemplified in Exhibits A, D and G provided each such use thereof, on the air or in print, is accompanied by and closely associated with a visual or oral identification of the CBS Television Network as the source of such program or program material.

(vii) If you choose to use the Mark for the purpose of identifying your station as a CBS affiliate:

A. you shall use the Mark as exemplified in Exhibits C, F and I;

B. you may also refer to your corporate or trade name in connection with your use of the Mark pursuant to this subdivision, provided that such usage is in accordance with the other applicable provisions of paragraph 3 hereof;

(viii) This license shall not be deemed to authorize the use of the Mark in any media other than print and/or on the air, except with our specific approval with respect to each such use.

4. If there is any question about whether a particular proposed use of the Mark on the air or in print complies with these instructions, a copy of all the pertinent material should be sent to the CBS Law Department, 51 West 52 Street, New York, NY 10019, with a copy to the CBS Affiliate Relations, 51 West 52 Street, New York, NY 10019.

5. If an instance of unauthorized or erroneous use of the CBS "Eye" mark comes to your attention, or if you become aware of the use of a trademark or symbol similar to the CBS "Eye" by others, a brief memorandum of the pertinent facts should be sent to the CBS Law Dept with a copy to the President, Affiliate Relations, CBS Television Network.

6. This agreement shall be substituted for and shall supersede in all respects, any and all prior agreements, licenses, directives and instructions, written or oral, relating to your use of our Mark. You acknowledge that nothing in this agreement shall be deemed to vest any property right in the Mark in you, that you have no right to use the Mark except pursuant hereto and that you shall have no further right to use the Mark after the termination of this agreement; and you hereby agree to make no use of the Mark, except pursuant to the provisions hereinabove set forth and such modifications thereof as we may from time to time specify by written notice to you.

7. Upon our request at any time, and from time to time, you shall promptly furnish to us samples of any or all materials showing your current or past use of the Mark in any and all media.

Please sign and return the attached copy hereof to indicate your agreement hereto.

Very truly yours,

CBS AFFILIATE RELATIONS
A Unit of CBS Corporation

By: 
Diana Wilkin, President

**YOUNG BROADCASTING OF
LANSING, INC.**

By: 
Deb McDermott, President

BLANK

Exhibit A BLANK



Exhibit B CBS INSIDE



Exhibit C AFFILIATE



A CBS AFFILIATE

OUTLINE

Exhibit D OUTLINE

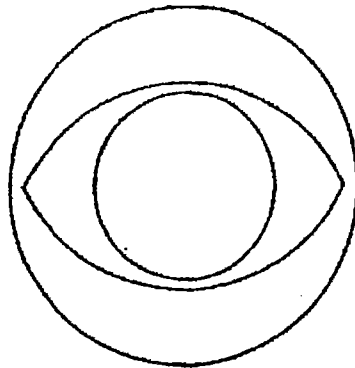


Exhibit E CBS INSIDE

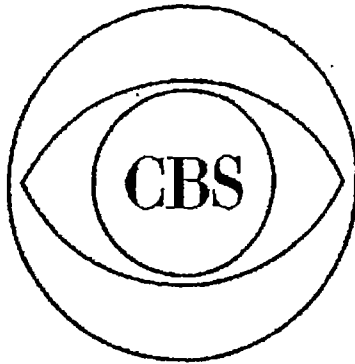
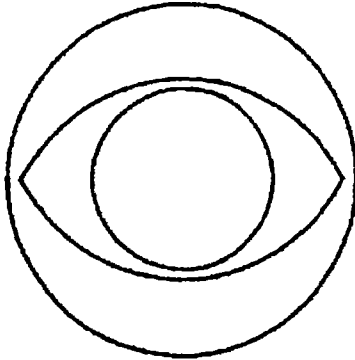


Exhibit F AFFILIATE



A CBS AFFILIATE

Exhibit G

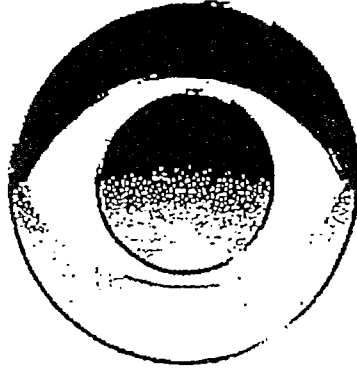


Exhibit H CBS INSIDE

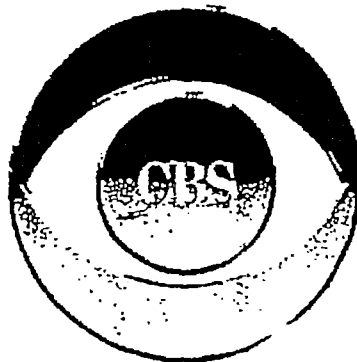
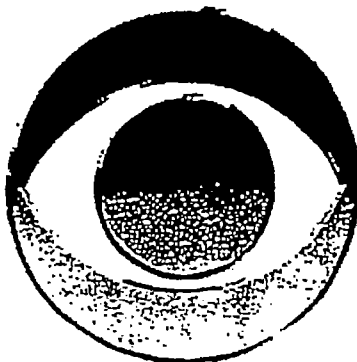


Exhibit I AFFILIATE



A CBS AFFILIATE

These three exhibits are for reference only,
not for reproduction.

SCHEDULE C

WLNS, Lansing Michigan

Re: CBS Affiliate News Service and Cooperative ("Newspath")

Ladies and Gentlemen:

Reference is made to the CBS Television Affiliation Agreement between you and us dated effective as of October 1, 2012 (herein called the "Agreement") relating to television station WLNS, Lansing, Michigan ("Station").

You and we hereby agree that this letter and its attachment, entitled "Schedule 1," relating to the Affiliate News Service ("Newspath") shall both be made a part of said Agreement. Your participation in Newspath shall continue for the term of the Agreement, subject to the termination provision of the attached Schedule, regardless of whether Station continues to produce local news broadcast(s).

Broadcaster will pay CBS a monthly fee for CBS Newspath of \$ [REDACTED] (\$ [REDACTED] annualized) for WLNS. The Newspath fee will be billed monthly by CBS News to Station.

If this accords with your understanding, please indicate your acceptance of and agreement to the foregoing by signing this letter in the space provided below.

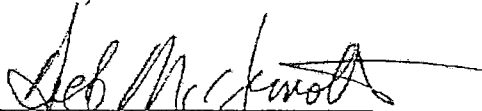
Very truly yours,

CBS AFFILIATE RELATIONS
A Unit of CBS Corporation

By: 
Diana Wilkin, President

ACCEPTED AND AGREED:

YOUNG BROADCASTING OF
LANSING, INC.

By: 
Deb McDermott, President

Schedule 1

AFFILIATE NEWS SERVICE

This Schedule 1 and its provisions are part of the attached Television Affiliation Agreement (herein "Agreement").

1. Broadcaster may broadcast live coverage and make recordings (herein "News Excerpts") of such news events as are broadcast in the designated Network Programs or furnished by CBS Newspath and may broadcast such material live or may cut, edit and subsequently use such News Excerpts, but only (a) as part of Affiliated Station's local television news programs or (b) on its branded news web sites that are primarily directed to its local market, and subject to the provisions of the Agreement. Broadcaster agrees that CBS retains all rights to the News Excerpts supplied hereunder, except as specifically granted to Broadcaster herein. CBS agrees that any Materials supplied by Broadcaster to CBS or Newspath shall remain the property of Broadcaster and that Broadcaster retains all rights thereto, except as specifically granted to CBS herein.

2. The rights granted under this Schedule shall extend to scheduled news feeds from Newspath; ad hoc feeds of breaking news, emergency coverage; use of the CBS News Live News Center; news materials furnished to CBS Newspath by other affiliates of the CBS Television Network and transmitted by CBS to Affiliate Station for its use (subject to stated restrictions); use of the Newspath Now video server system; and to the following Network Programs:

- (a) Regularly scheduled Network Commercial Programs which consist of news broadcasts and the Network Program FACE THE NATION;
- (b) Network Programs that CBS News may elect to provide from time to time, which consist of coverage of the following: general and Presidential press conferences, Presidential Inaugurations, Presidential Speeches and United Nations sessions; and
- (c) Other Network Programs which consist of news broadcasts and special events with respect to which CBS shall have first advised Broadcaster that Affiliated Station may record and broadcast News Excerpts as provided in this Schedule.

Affiliated Station understands and acknowledges that it may not excerpt from CBS News Primetime and Public Affairs broadcasts including 60 Minutes and 48 Hours. CBS does routinely provide clips from these programs which affiliates may use. Requests to use additional excerpts from these programs should be made to CBS Affiliate Relations and require individual permission because of underlying rights and legal issues. No blanket permission is given for excerpting CBS News public affairs programs.

3. Broadcaster shall not broadcast on Affiliated Station any News Excerpt or live transmission, whether or not cut and/or edited, in such a manner as to distort or misrepresent any matter or event contained or referred to in any Network Program as received by Affiliated Station.
4. Broadcaster shall not broadcast over Affiliated Station any News Excerpt until after the conclusion of the broadcast by Affiliated Station of the entire regularly-scheduled Network Program from which such News Excerpt is recorded; except, however, that the foregoing shall not apply to scheduled and ad hoc news feeds from Newspath and except, further, that if Broadcaster shall broadcast more than two (2) hours of the Network Program UP TO THE MINUTE, then Broadcaster is authorized to make or broadcast news excerpts from any part of UP TO THE MINUTE. Any News Excerpt containing the voice and/or image of any CBS News Correspondent, commentator or reporter which may be broadcast pursuant to Paragraph III of this Schedule, may be broadcast by Broadcaster over Affiliated Station an unlimited number of times during the 48-hour period commencing with the time the Network Program from which the News Excerpt was recorded was first made available for broadcast; and, thereafter, Broadcaster may broadcast over Affiliated Station such News Excerpt only once and that must be within the 5-day period immediately following such 48-hour period. Upon conclusion of said 5-day period, Broadcaster agrees to erase or otherwise destroy all recordings of News Excerpts and upon CBS's request, to confirm such erasure or destruction in writing.
5. With respect to News Excerpts from the Network Programs referred to in this Schedule, and to materials included in newsfeeds from Newspath, Broadcaster shall observe any additional limitations, special instructions and/or restrictions that CBS may impose from time to time by notice to Broadcaster. In addition, CBS may from time to time advise Broadcaster that Affiliated Station is neither to record nor broadcast all or certain portions of the Network Programs specified in Paragraph 2 of this Schedule. Broadcaster shall comply with all such advice. Nothing herein shall be construed so as to prevent CBS from omitting one or more of the Network Programs referred to in this Schedule or from changing the time periods or titles thereof. CBS represents and warrants that it shall not provide any Materials, News Excerpts or Network Programs to Broadcaster via Newspath or otherwise, for which it does not own or have properly cleared all intellectual property rights.
6. Broadcaster shall indemnify and hold CBS harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising from Affiliated Station's broadcast of any News Excerpts contrary to the provisions of this Schedule.
7. (a) Broadcaster agrees to make certain of its live and recorded news coverage ("Materials") available through Newspath for use in CBS News broadcasts and branded news web sites primarily directed to a national audience, and by other CBS owned stations or affiliates in regularly scheduled hard news programs and branded news web sites primarily directed toward their local markets; provided that, without limitation, Newspath will under no circumstances make Materials available for use by media, on the Internet or otherwise, that target Affiliated Station's DMA.

(b) Broadcaster shall supply only those Materials for which it owns all rights. No Materials shall be supplied to Newspath by Affiliated Station if Affiliated Station's broadcast rights to its coverage of an event have been licensed from a third party (e.g. sports events).

(c) Affiliated Station supplying the Materials shall be responsible for any and all residuals that may be due to any third party, including its own employees, by virtue of the use of such Materials by CBS or by other CBS affiliates through Newspath.

(d) Affiliated Station supplying the Materials shall advise Newspath of any special instructions, restrictions or limitations on the use of the Materials furnished. CBS shall broadcast and distribute the Materials only in accordance with the terms and conditions set forth herein and shall observe all special instructions, limitations, or restrictions imposed on the use of the Materials of which it is informed by Broadcaster.

(e) CBS and other CBS affiliated television stations shall have the right to use the Materials supplied by Affiliated Station to Newspath only in their news programs distributed on broadcast television and on their branded news web sites as described in Paragraph 7 (a) above. No license is granted by Affiliated Station for Newspath or CBS to distribute Materials on any distribution platforms other than traditional broadcast television and the limited web usage authorized in this subparagraph (e). Other than as specified in the preceding sentence, any Materials supplied by Broadcaster to CBS or Newspath shall remain the property of Broadcaster, and Broadcaster retains all rights thereto, and CBS may not authorize the use of such Materials by any third party without Broadcaster's consent.

(f) CBS shall have the right to edit the Materials prior to their dissemination by Newspath, but shall be liable for and shall indemnify Broadcaster for all claims or liabilities resulting from any such editing.

(g) CBS shall indemnify and hold Broadcaster harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising from CBS's broadcast of any Broadcaster-supplied Material contrary to the instructions and advice of Broadcaster.

8. (a) Affiliated Station shall have the right to use Materials transmitted by or through the facilities of Newspath only for broadcasts made directly by Affiliated Station, or on Affiliated Station's branded news web sites directed primarily at its local market. The Materials may be broadcast by Affiliated Station an unlimited number of times during the 48-hour period commencing with the time the Materials were first made available for broadcast by or through Newspath; thereafter, such Affiliated Station may broadcast such Materials over its broadcast facilities only once and that must be within the 5-day period immediately following such 48-hour period.

(b) Affiliated Station shall not make available, or authorize the use, of the Materials or any information contained therein, by any third party.

(c) Affiliated Station shall not edit the Materials so as to distort or misrepresent anything contained or depicted in the Materials.

(d) Affiliated Station shall use the Materials only in accordance with the terms and conditions set forth herein and shall observe any special instructions, limitations or restrictions for the use of the Materials of which it is informed by Newspath.

9. (a) Broadcaster and CBS both warrant and represent that they have the right and power to enter into and fully perform their obligations hereunder.

(b) With respect to the Materials supplied by Broadcaster to Newspath, Broadcaster warrants and represents that (i) Broadcaster has the right to grant all rights granted herein to such Materials, (ii) that the use of such Materials by CBS or any other CBS affiliate will not violate the rights of any third party; and (iii) such Materials will be independently produced and developed by Broadcaster or will be the public domain.

(c) With respect to the Materials supplied by CBS and Newspath to Broadcaster, CBS warrants and represents that (i) CBS has the right to grant all rights granted herein to such Materials, (ii) that the use of such Materials by Broadcaster or any Affiliated Station will not violate the rights of any third party; and (iii) such Materials will be independently produced and developed by CBS or will be the public domain.

(d) Broadcaster will conform to the requirements of Section 507 of the Federal Communications Act concerning broadcast matter and disclosures required thereunder, insofar as that Section applies to persons furnishing program material for television broadcasting. Broadcaster agrees that the Materials supplied to Newspath do not and shall not include any matter for which any money, service or other valuable consideration is directly or indirectly paid, or promised to, Broadcaster by a third party, or accepted from or charged to a third party by Broadcaster. Broadcaster shall exercise reasonable diligence to inform its employees, and other persons with whom it deals directly in connection with the Materials of the requirements of the said Section 507; provided, however, that no act of any such employee or of any independent contractor connected with the Materials, in contravention of the provisions of the said Section 507 shall constitute a breach of the provisions of this paragraph unless Broadcaster or a director, officer or senior executive of Broadcaster has actual notice thereof. As used in this paragraph, the term "service or other valuable consideration" shall not include any service or property furnished without charge or at a nominal charge for use in, or in connection with, the Materials "unless it is so furnished in consideration for an identification in a broadcast of any person, product, service, trademark or brand name beyond an identification which is reasonably related to the use of such service or property on the broadcast," as such terms are used in the said Section 507. No inadvertent failure by Broadcaster to comply with this paragraph shall be deemed to be a breach of this Agreement.

(e) Broadcaster shall at all times indemnify and hold harmless CBS and its licensees and affiliated stations from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of or from (i) the use and/or distribution

by Newspath of Materials furnished by Broadcaster or (ii) any breach of any of its representations, warranties or agreements made by Broadcaster in this Schedule 1.

(f) CBS shall at all times indemnify and hold harmless Broadcaster and its licensees and affiliated stations from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of or from (i) the use and/or distribution by Broadcaster of Materials furnished by CBS or (ii) any breach of any of its representations, warranties or agreements made by CBS in this Schedule 1.

10. CBS may terminate the provisions of this Schedule at any time, upon ninety (90) days notice to Broadcaster, in the event of any substantial increase in CBS's costs of operation resulting from the service provided under this Schedule, whether by reason of an increase in amounts due under collective bargaining agreements or otherwise.